part of the instrument—'as much so as if it had been set forth in the body of the instrument.' Seymour *v.* Farquhar, 93 Ala. 292, 8 So. 466; Sacred Heart Church Bldg. Committee *v.* Manson, 203 Ala. 256, 82 So. 499, and other authorities therein cited. If this established doctrine is accorded appropriate deserved effect in this instance, a material consideration on which the majority predicated their conclusion would be removed. I see no reason to deny this rule's effect in the circumstances here involved. Code, § 4974 (§ 17 of the Uniform Negotiable Instruments Law), provides, through subd. 4: 'Where there is conflict between the written and the printed provisions of the instrument, the written provisions prevail.'

"Unless it can be held that the written words 'as per contract' are denied any effect whatsoever, they institute a conflict with the printed words (in the form here used), manifesting an unqualified 'promise to pay to the order of' the payee. It is not to be supposed, much less assumed, that this phrase 'as per contract' was written on the instrument without purpose or effect."

Constitutional Law—Validity of Constitutional Provision Depriving Courts of Power of Determining Constitutionality of Statute.—In People *v.* Western Union Tel. Co., 198 Pac. 146, the Supreme Court of Colorado held that a provision of the constitution of that state providing that no court except the Supreme Court shall have any power to declare any law of the state in violation of the federal or state constitutions is null and void.

The court said in part: "What the whole people of a state are powerless to do directly, either by statute or Constitution, i. e., set aside the Constitution of the United States, they are equally powerless to do indirectly, either by a pretended authority granted to a municipality or by a popular election, under the guise of a recall. The original Constitution of Colorado was a solemn compact between the state and the Federal goverment, a compact which stipulated that it should never be altered save in the manner therein provided, and that all amendments and all revisions thereof would conform to the supreme law. The whole people of the state have no power to alter it save according to their contract. They cannot do so, even by unanimous consent, if such alteration violates the Constitution of the United States. Should they make the attempt their courts are bound by the mandate of the Federal Constitution, and by the oath they have taken in conformity therewith and with their own Constitution, to declare such attempt futile, to disregard such violation of the supreme compact, and decline to enforce it. There is no sovereignty in a state to set at naught the Constitution of the Union and no power in its people to command their courts to do so. That issue was finally settled at Appomattox.

"When a Federal constitutional question is raised in any of the trial courts of Colorado the right is given, and the duty is imposed

upon those courts, by that instrument itself, to adjudicate and determine it. That right so given can neither be taken away nor that duty abrogated by the state of Colorado, by constitutonal provision or otherwise, and any attempt to do so is null and void. Such pretended constitutional inhibition is no part of the Constitution of the state of Colorado, and the judge's oath binding him to the support and enforcement of that instrument has no relation to such void provisions. The question may be brought by writ of error to this court for review, and from our judgment the cause may be taken for final determination to the Supreme Court of the United States itself. It cannot be reviewed by popular vote of the citizens of Colorado, or one of its municipalities; and any pretended constitutional provision of this state, assuming to provide such method of review, is null and void. To hold otherwise is not only to vest in the people of Colorado the power to nullify the United States Constitution, but is likewise to vest that tremendous power in every municipality of this state, having a population of 2,000 or more, which sees fit to bring itself within the terms of the home rule amendment to our Constitution."

Infants—Right of Action for Prenatal Injury.—In Drobner *v.* Peters, 133 N. E. 567, the Court of Appeals of New York, held that an action by an infant for negligence resulting in prenatal injury is not sustainable under the principles of the common law, and without legislative sanction, and Penal Law, §§ 1050, 1052, as to injuries to a child quick in its mother's womb, sections 80, 81, as to producing miscarriage of a child not quick, and Code Cr. Proc. §§ 500, 505, preventing execution of a female quick with child, do not change the common law rule.

The court said in part: "Mr. Justice Holmes said in 1884, in Dietrich *v.* Northampton, 138 Mass. 14, 52 Am. Rep., 242, that no case, so far as he knew, had ever decided that an infant could maintain an action for injuries received in the mother's womb. The great weight of auauthority is still against the plaintiff's content on that the unborn child has a right of immunity from personal harm (Allaire *v.* St. Luke's Hospital, 184 Ill. 359, 56 N. E. 638, 48 L. R. A. 225, 75 Am. St. Rep. 176; Walker *v.* Great Northern Ry. Co., 28 L. R. Ir., 69; Gorman *v.* Budlong, 23 R. I., 169, 49 Atl. 704, 55 L. R. A. 118, 91 Am. St. Rep. 629; Buel *v.* United Rys. Co., 248 Mo. 126, 154 S. W. 71, 45 L. R. A. [N. S.] 625, Ann. Cas. 1914C, 613; Lipps *v.* Milwaukee, etc., Co., 164 Wis. 272, 159 N. W. 916, L. R. A., 1917B, 334), although much judicial argument has been advanced to support a contrary ruling (Nugent *v.* Brooklyn Heights R. R. Co., 154 App. Div. 667, 139 N. Y. Supp. 367; dissenting opinion, Boggs, J., Allaire *v.* St. Luke's Hospital, supra; Beven on Negligence [3d Ed.], 73, 76).

"In Quinlen *v.* Welch, 69 Hun 584, 23 N. Y., Supp. 963, it was held that a child at the time of the injury which caused the death, within